

REMARKS

Claims 7-15 and 17-29 are pending herein. By this Amendment, Claims 6 and 16 are canceled, without prejudice or disclaimer; Claims 7-10, 12-15, and 17-24 are amended; and new Claims 25-29 are added.

Support for the claim amendments and new claims is found in the specification at, *inter alia*, paragraphs [0017], [0021], [0043]-[0050], [0059]-[0065], [0074]-[0075], and [0078]-[0079]; and in the Figures. No new matter is added by this Amendment.

I. EXAMINER INTERVIEW

Applicant thanks Examiner Obeid and Primary Examiner Worjloh for the courtesies extended to him and his representative at the December 4, 2007 personal interview.

At the interview, the Examiners requested clarification of the claimed encryption. Applicant explained that using an encryption key (e.g., one-way encryption) and a dictionary (Claim 25) or vocabulary (Claim 29) provided by a broker, two parties are able to partially encrypt their negotiating positions such that identical terms encrypt to identical values. For example, an encryption of a customer list as follows:

<name> <family>Maloney</family> <given>Murray</given> <ssn>695-68-3428</ssn> <zip>79123-5517</zip> </name>	<name> <family>Maloney</family> <given>Murray</given> <ssn>695-68-3428</ssn> <zip>38166-1508</zip> </name>
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may encrypt to look like this:

<name> <family> d4ab11188fa3f100f1930c8ae07c0916</family> <given> 97ddccf8c83fad09ee6368b37097add0</given> <ssn> f1e715fdb1cdebd102257dc77a758ca</ssn> <zip> a30225c1fb0d0bcc645b07173e9f5853</zip> </name>	<name> <family> d4ab11188fa3f100f1930c8ae07c0916</family> <given> 97ddccf8c83fad09ee6368b37097add0</given> <ssn> f1e715fdb1cdebd102257dc77a758ca</ssn> <zip> 7ff0c220b90ac551d6d4969ab68f0229</zip> </name>
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Accordingly, the encrypted information can easily be compared without decoding the content of the information.

At the interview, it was discussed amending Claim 6 to explicitly recite a step in which the broker asks one party to begin negotiation. New Claims 25 and 29 recite this step. New claims 26-27 further define the encryption key. As discussed at the interview, one-way encryption is well known to one of ordinary skill in the art as a hashing algorithm on a string.

Further, the Examiners requested clarification in Claims 14-15 of the link between the numerical values and the negotiating position of Claim 6. Claims 14-15 are accordingly amended.

## II. FORMAL MATTERS

Claims 16-24 were rejected under 35 U.S.C. 101 as assertedly not supported by a credible asserted utility. Claim 16 is canceled. However, this rejection is respectfully traversed with respect to the pending claims.

Independent Claims 25 and 29 recite that each party applies an encryption key to partially encrypt a negotiating position. See paragraphs [0059]-[0060] and [0074]-[0075]. As discussed at the interview, and shown by the above illustrative example, identical terms encrypt to identical values. The broker can compare identical encrypted terms. See paragraph [0064].

Further, the broker may compare the negotiating positions without decrypting the content of the partially encrypted negotiating positions, for example, by comparing sentences in which conjunction, verbs and prepositions are non-encrypted (e.g., Claims 19-21). See paragraphs [0075] and [0090]. Thus, the pending claims satisfy the requirements of 35 U.S.C. 101. Reconsideration and withdrawal of the rejection are respectfully requested.

Claims 6-15 and 16-24 were rejected under 35 U.S.C. 112, second paragraph, as assertedly being indefinite. Claim 6 and 16 are canceled. This rejection is respectfully traversed with respect to the pending claims.

Independent Claims 25 and 29 do not recite "in a way", "apparent", "compatible", or "extent of". Further, the new independent claims recite an encryption key and provide proper antecedent basis for the recited basis-for-agreement. Accordingly, the scope of the pending claims would be reasonably ascertainable when read in light of the specification and Figures. The requirements of 35 U.S.C. 12, second paragraph, are satisfied. Reconsideration and withdrawal of the rejection are respectfully requested.

Claims 6-15 were rejected under 35 U.S.C. 112, second paragraph, as assertedly being incomplete for omitting essential steps. This rejection is respectfully traversed with respect to the pending claims.

First, the claims are amended to recite the broker asking a party to begin negotiation. Second, the claims make clear that, using an encryption key, each party may partially encrypt a negotiating position such that identical terms encrypt to identical values. Third, as to Claims 14-15, they are amended to explicitly refer back to numerical values and value ranges in a partially encrypted negotiating position. An example of the liner mapping is provided in paragraphs [0078]-[0079]. For a named set of values represented as name = { v1, v2, v3 ...}, application of the offset,  $a$ , and scaling factor,  $b$ , to values in the named value set produces { $v1 + b \cdot vn$ ,  $v2 + b \cdot vn$ ,  $v3 + b \cdot vn$  ...} and preserves the order relationship of the values, wherein  $v_n^* = a + b \cdot v_n$ . Finally, Applicant notes that according to MPEP 2164.08(c):

In determining whether an unclaimed feature is critical, the entire disclosure must be considered...

Therefore, an enablement rejection based on the grounds that a disclosed critical limitation is missing from a claim should be made only when the language of the specification makes it clear that the limitation is critical for the invention to function as intended. Broad language in the disclosure, including the abstract, omitting an allegedly critical feature, tends to rebut the argument of criticality.

(Emphasis added). One of ordinary skill in the art would understand the scope of the claims and would be able to practice the claimed methods without undue experimentation. Thus, the requirements of 35 U.S.C. 112 are satisfied. Reconsideration and withdrawal of the rejection are respectfully requested.

III. REJECTION UNDER 35 U.S.C. 102(b)

Claims 6, 8-17, 19 and 21-24 were rejected under 35 U.S.C. 102(b) as being anticipated by U.S. Patent No. 5,794,207 (Walker). Claims 6 and 16 are canceled. This rejection is respectfully traversed with respect to the pending claims.

Walker discloses a method for effectuating bilateral buyer-driven commerce, allowing prospective buyers of goods and services to communicate a binding purchase offer globally to potential sellers; for sellers conveniently to search for relevant buyer purchase offers; and for sellers potentially to bind a buyer to a contract based on the buyer's purchase offer (Abstract).

A binding offer from a buyer sets out each and every term and condition under which the buyer will allow himself to be bound, and potential sellers do "not need to worry about the costs of negotiating terms of sale with the individual buyer" (col. 4, lines 16-27). Thus, there are no negotiations (col. 10, line 39). The buyer creates a Conditional Purchase Offer (col. 8, lines 45-47), which the seller may browse (col. 9, lines 12-16).

As discussed at the interview, the cryptographic tools of Walker merely authenticate the identity of buyers and/or sellers and are not applied to partially encrypt any kind of negotiating position which a broker cannot decrypt (col. 9, lines 60-67; col. 10, lines 11-14; col. 12, lines 28-30; col. 19, lines 29-40). In fact, cryptographic processor 210 in FIG. 2 of Walker is part of the central controller 200 (assertedly a broker).

As further discussed at the interview, the "boilerplate legal language" added to the CPO by the controller is only added after a buyer has already described the goods and provided conditions (col. 16, line 62 – col. 17, line 5). See FIG. 5. Thus, Walker clearly does not disclose a broker providing a vocabulary or dictionary for two parties to describe their negotiating positions.

Walker does not disclose (1) that each party receives from the broker a dictionary of words for description of its negotiating positions, and a schema for descriptive statements in the negotiating position; (2) wherein each party applies an encryption key

to partially encrypt to their negotiating positions so that identical terms encrypt to identical values; (3) wherein the broker does not possess the encryption key and is unable to decrypt the negotiating positions; (4) wherein, upon receiving both partially encrypted negotiation positions, the broker compares them to discover whether there exists an encrypted statement that is common with both negotiating positions; (5) wherein the broker notifies each party about a basis-for-agreement; and (6) wherein each party decodes the basis-for-agreement, as recited in Claim 25.

Similarly, Walker does not disclose (1) a broker providing each party with a vocabulary to describe the subject of negotiation, goods, services, information, or property to be exchanged through negotiation, (2) each party preparing a negotiation position according to the vocabulary provided by the broker, the parties agreeing on an encryption key and applying the encryption key to partially encrypt their negotiating positions so that identical terms encrypt to identical values, wherein the broker does not possess the encryption key; (3) or each of the parties decoding a basis-for-agreement, as recited in Claim 29.

Because each and every claim limitation of the claims is not disclosed, the methods of negotiating according to the present invention are not anticipated. Reconsideration and withdrawal of the rejection are respectfully requested.

#### IV. REJECTION UNDER 35 U.S.C. 103(a)

Claims 7, 18, and 20 were rejected under 35 U.S.C. 103(a) as being obvious over Walker in view of Applicant's Admission. This rejection is respectfully traversed.

As noted above, Walker does not disclose the claimed methods. Further, Applicant's asserted admission as to Claim 7, 18, and 20 do not overcome the deficiencies of Walker.

In particular, although XML is known as a descriptive schema, paragraph [0018] of the specification is not an admission as to how encryption is applied according to the present invention. In fact, paragraph [0018] recites that the invention divides the vocabulary of the descriptions into nouns, verbs, adjectives, and prepositions and that encryption is applied to nouns and adjectives, but not conjunctions, verbs, and

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propositions. Thus, it would not have been obvious for one of ordinary skill in the art to practice the claimed methods in view of Walker and Applicant's admission.  
Reconsideration and withdrawal of the rejection are respectfully requested.

**V. CONCLUSION**

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

Respectfully submitted,

/Warren Zitlau/

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